

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In re:

Bky. Case No. 02-40303-NCD

Sun Country Airlines, Inc.

Chapter 7

Debtor.

Timothy D. Moratzka, Trustee for
the Bankruptcy Estate of Sun Country Airlines, Inc.

Adv. No. 03-4418-NCD

Plaintiff,

STIPULATION TO DISMISS
DEFENDANTS SABRE HOLDINGS CORP. AND
SABRE TRAVEL INFORMATION NETWORK

Sabre Inc., Sabre Travel Information
Network, and Sabre Holdings Corporation,

Defendants.

SABRE INC. ("Sabre"), by and through its counsel of record and TIMOTHY D. MORATZKA, in his capacity as Trustee for Sun Country Airlines, Inc., ("Plaintiff"), by and through his counsel of record, herewith enter into the following Stipulation ("Stipulation").

RECITALS

WHEREAS, on January 8, 2002, Sun Country Airlines, Inc., the debtor in the above-referenced and -numbered bankruptcy case ("Debtor"), filed a voluntary petition under Chapter 11 of title 11 of the United States Code.

WHEREAS, the bankruptcy case was converted to one under Chapter 7 on June 7, 2002.

WHEREAS, the Plaintiff was appointed as the duly qualified trustee of the bankruptcy estate of the Debtor.

WHEREAS, the Plaintiff filed his Complaint ("Complaint") in the above-referenced adversary proceeding on or about December 17, 2003.

WHEREAS, Plaintiff named as defendants in his Complaint Sabre Travel Information Network ("Sabre Travel") and Sabre Holdings Corporation ("Sabre Holdings")

WHEREAS, Sabre Travel is a trade name under which Sabre previously did business.

WHEREAS, Sabre Holdings is a holding company for Sabre.

STIPULATION

NOW THEREFORE, in light of the recitals set forth above which are incorporated herein as if fully set forth below, the parties hereto, through their undersigned representatives, stipulate and agree as follows:

1. The Plaintiff agrees to withdraw his Complaint as against Sabre Travel and Sabre Holdings without prejudice to same.
2. The parties agree that the Complaint as against Sabre Travel and Sabre Holdings is hereby dismissed.
3. This Stipulation and Agreed Order shall not be modified, altered, amended or vacated without the prior written consent of all parties hereto. Any such modification, alteration, amendment or vacation in whole or in part shall be subject to the approval of this Court.
4. This Stipulation and Agreed Order is the entire agreement between the parties in respect of the subject matter hereof and may be signed in counterparts.
5. This Stipulation and Agreed Order shall be binding on the parties hereto prior to its being "So Ordered."

Dated this _____ day of January, 2004

COWLES & THOMPSON, P.C.

By: SC Stapleton
Stephen C. Stapleton
Texas Bar. No. 19059300
901 Main Street, Suite 4000
Dallas, TX 75202
(214) 672-2000
(214) 672-2020 Fax

Attorneys for Defendant,
SABRE INC.

MACKALL, CROUNSE & MOORE, PLC

By: /e/ Erin A Shields
Erin A. Shields
MN Bar No. 0322507
1400 AT&T Tower
901 Marquette Avenue
Minneapolis, MN 55402
(612) 305-1400

Attorneys for Timothy D. Moratzka,
in his capacity as Trustee for Sun
Country Airlines, Inc.

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Network, and Sabre Holdings Corporation.,

Defendants.

ORDER APPROVING STIPULATION BETWEEN
THE PARTIES TO DISMISS CERTAIN DEFENDANTS

Based on the Stipulation of counsel, it is hereby ordered that the claims against
Defendants Sabre Holdings Corporation and Sabre Travel Information Network are dismissed
without prejudice.

DATED:

Nancy C. Dreher
United States Bankruptcy Judge